

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

DEBORAH MOSS,  
on Behalf of Herself and All  
Others Similarly Situated,

Plaintiffs,

v.

BMO HARRIS BANK, N.A., FIRST  
PREMIER BANK, and BAY CITIES  
BANK,

Defendants.

Case No. 13-cv-5438-JFB-GRB

Hon. Joseph F. Bianco

DECLARATION OF VLADIMIR ZUMBADO IN SUPPORT OF DEFENDANT BMO  
HARRIS BANK, N.A.'S MOTION TO COMPEL ARBITRATION AND TO STAY  
LITIGATION

I, **VLADIMIR ZUMBADO**, hereby declare and state as follows:

1. I am the President of **LENDERS INTERNATIONAL LIMITED** ("Lenders International"), an entity which at all times relevant hereto owned and operated AdvanceMeToday.com. I make this declaration in support of BMO Harris Bank, N.A.'s Motion to Compel Arbitration. I make this declaration based on personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify to the following facts.

2. I have been employed with **LENDERS INTERNATIONAL** since 2012 and currently serve as its President. At all times relevant hereto **ZENDORA INTERNATIONAL S.R.L.** ("Zendora") operated as a shared service provider for Lenders International. Lenders International is a lending entity based in Kingstown, St. Vincent and the Grenadines while Zendora operates in San Jose, Costa Rica. I maintained my offices onsite in San Jose and managed Lenders' day-to-day business on site. The shared services **Zendora** provided for Lenders International and its lending portfolios include: employee staffing, human resources,

information technology—including web and software maintenance—customer service, collections, accounting, project management, and strategic planning.

3. I understand that Plaintiff Deborah Moss has brought suit based on a loan made to her by Lenders International. Through my employment with **LENDERS INTERNATIONAL** and in connection with **ZENDORA**'s provision of services to Lenders International, I have access to and gained familiarity with Lenders International's loan documents and record-keeping systems for customer account information.

4. Lenders International performs its lending operations online through a website, [www.advancemetoday.com](http://www.advancemetoday.com).

#### **Loan Application and Loan Documents**

5. Lenders International is no longer in the business of making consumer loans. At all times relevant hereto, however Lenders International's loan application process began when a customer proactively searched online for a short-term loan. Individuals who obtained the loans were required to satisfy three criteria. First, they must have been gainfully employed with a monthly income of at least \$1,000.00 and 18 years of age. Second, they must have had an active bank account, and thus, an established banking relationship. Third, they have to be functionally capable of navigating the Internet due to the online nature of the relationship extended.

6. When beginning the loan application process on Lenders International's website, a customer first viewed the homepage. On the homepage, the customer would click "Apply Now" to begin the loan application process. A true and correct copy of the Advance Me Today homepage as it would have appeared on May 8, 2013 is attached as Exhibit 1.

7. A customer began the loan application process by providing information and proceeding through a series of sequential pages of questions covering his or her: (1)



Personal Information; (2) Contact Information, (3) Employment Information; (4) Banking Information. Following these questions is a Terms and Conditions section with a scrollable text box entitled "CONSENT TO ELECTRONIC DISCLOSURE". Below the Disclosure section, the customer must acknowledge by checking a series of boxes that he or she has read and agreed to all of the notices and disclosures and that he or she consents to be contacted by various means. A true and correct copy of the Final Step page as it would have appeared on May 8, 2013 is attached as Exhibit 2. To submit the application for processing, the customer would click "Submit Application."

8. Once the customer completed the application process and Lenders International tentatively approved the customer's loan, the customer would then be directed to the "Change Loan Amount" page where he/she will be prompted to change the loan amount if he/she requires a lesser amount.

9. After the customer has completed the application process and Lenders International has tentatively approved the customer's loan, the customer is then directed to the "Review and Sign the Loan Agreement" page. A true and correct copy of the Review and Sign the Loan Agreement page as it would have appeared on May 8, 2013 is attached as Exhibit 3.

10. The customer was also shown a "Promissory Note and Lending Disclosure Statement" prominently disclosing the cost of the credit to the customer in accord with the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* By electronically signing the application, the customer confirms that he/she has read and accepted the terms and conditions which include the following documents: Application, Loan Agreement, Promissory Note and Lending Disclosure Statement (which includes an arbitration provision clause), Payment Authorization and Election, Right to cancel and Extended Payment Note. Finally, the customer *types his or her full name* to provide

an electronic signature to agree and accept the loan from Lenders International pursuant to the terms and provisions of the loan documents and type in the phrase ["I AGREE"]. If a customer does not properly check all of the required boxes to confirm he or she has read and accepted the terms of the loan documents, the customer's application will not be deemed acceptable and will not be processed

11. If the loan application process is completed by the customer and the loan is subsequently approved by Lenders International, the customer is then directed to a "Thank You and Print Documents" page, from which the customer could print the following loan documents: Loan Agreement Promissory Note and Disclosure, Payment Authorization and Election, Right to Cancel, Extended Payment Loan Agreement, Promissory Note and Disclosure. A true and correct copy of the Thank You and Print Confirmation page as it would have appeared on May 8, 2013 is attached as Exhibit 4.

**Plaintiff Deborah Moss**

12. In connection with **ZENDORA**'s provision of services to Lenders International, **ZENDORA** keeps, in its ordinary course of business and on behalf of Lenders International, records of customer loan agreements. I am familiar with those records in the course of my work for **LENDERS INTERNATIONAL**. I have reviewed those records to determine the date on which Plaintiff Deborah Moss received the loan from Lenders International.

13. Deborah Moss alleges that she applied for and received a \$1000 loan from Lenders International on or about May 8, 2013. (Compl. ¶ 79.) **ZENDORA** has a record of a Loan Agreement for \$1000 dated May 8, 2013 from Plaintiff Moss. A true and correct copy of Plaintiff Moss's Loan Agreement, Promissory Note and Disclosure, dated May 8, 2013, is attached as Exhibit 5.

**Arbitration Provision**

14. Customers who applied for and receives a loan from Lenders International agree to an arbitration provision. (Exhibit 5 at 3-4.) The arbitration provision stated that a customer agrees to arbitrate “all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Loan Agreement.” (Exhibit 5 at 3.)

15. The arbitration provision provided a consumer with the opportunity to opt out of the provision by sending written notice within thirty (30) days of signing the Loan Agreement (Exhibit 5 at 4.)

16. Plaintiff Moss never opted out of the arbitration provision to which she agreed in her Loan Agreement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on December 11, 2013.

  
\_\_\_\_\_  
**VLADIMIR ZUMBADO**

# EXHIBIT 1





CONTACT US TOLL FREE

**888-408-4394**

Mon-Fri 8:00am - 11:00pm EST  
Sat 9:00am - 2:00pm EST

CHAT OFFLINE.

[CLICK TO LEAVE A MESSAGE](#)

[MY ACCOUNT](#) | [HOW DOES IT WORK?](#) | [FAQS](#) | [RATES & TERMS](#) | [CONTACT US](#) |

My Account

History

Referrals

Contact Preferences

Profile

Logout

## Welcome Back, Terry.

We already have your loan information on file. You'll be asked to update your application with any changes and we will process it instantly!

Click the 'Apply Now' button below to get started.

[Apply Now](#)

 [Secure Online Session](#)

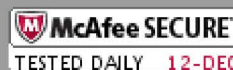
[twalltest@wwanalytics.com](mailto:twalltest@wwanalytics.com) - If your email is incorrect please [update](#) it now

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**IMPORTANT DISCLOSURES:** Advance Me Today and its affiliates offer payday advances, installment loans and credit services only to residents in those states where permitted by law. To obtain a loan, you must have a valid checking account and email address. In most cases loans will be funded the next business day without requiring any faxing of information unless we are unable to verify your application information.

**CONSUMER NOTICE:** Payday advances should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling.



# **EXHIBIT 2**





CONTACT US TOLL FREE

**888-408-4394**Mon-Fri 8:00am - 11:00pm EST  
Sat 9:00am - 2:00pm EST

CHAT OFFLINE.

CLICK TO LEAVE A MESSAGE

[MY ACCOUNT](#) | [HOW DOES IT WORK?](#) | [FAQS](#) | [RATES & TERMS](#) | [CONTACT US](#)

## Review and Submit Application

Terry,

Please review the information below. If any information is incorrect please click any of the 'Edit' buttons to update your application. When finished, click the 'Continue' button below.

Note: You understand that this application will be retained, in accordance with regulatory requirements, whether or not it is approved.

### Application Information

#### Personal Information

**First Name:**

Terry

**Last Name:**

Test

**Date of Birth:**

1/29/1973

[Edit](#)**Social Security Number:**

XXX-XX-6788

Are you a member of the Armed Services on active duty, or the spouse or dependent (as defined by law) of a Service Member on active duty?

☒ Yes ☐ No
**Drivers License Number:**

fgdsfg

**Driver License State:**

NJ

#### Contact Information

**Home Address:**

12345 Dsfsdfs

**Apt or Suite #:**[Edit](#)**City:**

Dfgdfsgdf

**State:**

NJ

**Zip:**

04224

**Primary Phone Number:**

((81) 7) -542- Cell

**Secondary Phone Number:**

#### Employment Information

☒ Job Income☐ Self Employed☐ Social Security / Disability☐ Retirement / Pension[Edit](#)

##### Employment Details

**Employer Name:**

Wwa

**How long have you worked:**

7/12/2005

**Work Phone:**

(435) 234-5344 Ext.

**Employment Verification Phone Number:**

Ext.

**Next Pay Date:**

12/27/2013

**Following Pay Date:**

1/10/2014

**Take Home Amount per Paycheck:**

1200.00

**Additional Income Source:**

None

**Additional Monthly Income:**

#### Bank Information

**Bank Name:**

TD BANK, NA

**Bank Routing Number:**

036001808

**Checking Account Number:**

111111111

[Edit](#)**How long have you had this checking account?:**

8 (years) 7 (months)

**Does this account have direct deposit?**
☒ Yes ☐ No

**CONSENT TO ELECTRONIC DISCLOSURE**

Prior to making a loan to you, we must provide you with certain disclosures required by law. In order for us to provide these disclosures electronically (in this Internet application), we must obtain your consent.

By consenting to the electronic delivery of disclosures, you agree that we may, but are not obligated to, provide electronically any and all communications concerning our decision on your loan application, the terms of any loan we may extend to you, and our privacy policy (the "Disclosures"). These disclosures may include, in addition to other things, Disclosures pursuant to: the Equal Credit Opportunity Act and Regulation B; the Truth in Lending Act and Regulation Z; the Gramm-Leach-Bliley Act and Regulation P; and any other applicable federal laws or regulations of the United States and/or of St. Vincent and the Grenadines, where we are located. Your consent applies only to this loan application and any resulting loan and does not apply to future loan applications you may submit.

To electronically receive, view, and save the Disclosures, you must have a personal computer equipped with Firefox 3.0, Microsoft

- Sign Here** ☐ By clicking this check box, you consent to Electronic Delivery of Disclosure as detailed above, you acknowledge that you have read and understand the Loan Cost and Terms, and agree to our [Terms and Conditions](#).
- Sign Here** ☐ By checking here you agree that we may (i) call you at any number provided on your credit application, including your cell phone, with an auto dialer or pre recorded message (ii) write you, via US postal service and/or electronic mail or (iii) contact you by text message or other wireless communication method on any telephone number listed on your application, in order to inform you about special promotions, savings and services we believe may be of interest to you as well as account status information. You may be charged by your wireless provider in order to receive text messages. You may change your contact preferences by visiting [www.advancemetoday.com](http://www.advancemetoday.com) logging into My Account and selecting "Contact Preferences" at any time or by calling us at 888-408-4394 or emailing us at [customersupport@advancemetoday.com](mailto:customersupport@advancemetoday.com).
- Sign Here** ☒ Please find me a lender if Advance Me Today is not able to fund my loan. Click [here](#) for Terms and Conditions for this service.

**Submit**

[Apply Now](#) | [How it Works](#) | [FAQS](#) | [Privacy](#) | [Security](#) | [Returning Customers](#)

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**IMPORTANT DISCLOSURES:** Advance Me Today and its affiliates offer payday advances, installment loans and credit services only to residents in those states where permitted by law. To obtain a loan, you must have a valid checking account and email address. In most cases loans will be funded the next business day without requiring any faxing of information unless we are unable to verify your application information.

**CONSUMER NOTICE:** Payday advances should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling.



# **EXHIBIT 3**



## Review and Sign Loan Agreement

Thank you for choosing Lenders International, Ltd. t/a AdvanceMeToday.com for your credit needs. Displayed below, please find a packet of important documents regarding your loan, which you must read and execute before continuing the application process. You must electronically sign the disclosures and agreement by typing in your name and "I Agree", and then click 'Submit' below.

A final decision on your application will be made after we have received your executed loan documents

Your approved loan application will expire on 12/15/2013 . If you do not sign the loan agreement before then, you will have to complete another application to qualify for a loan.

### Lenders International, Ltd t/a AdvanceMeToday.com

#### Borrower's Information:

**Borrower's Name:**

Terry Test

**Borrower's Address:**

12345 Dsfsdfds  
Dfgdfsgdf, NJ 04224

**Origination Date:**

12/12/2013

**PARTIES:** In this Loan Agreement and Disclosure ("Note") "I", "You" or "Your" means the Borrower named above and who signs below. "Lender", "We", "Our" or "Us" means Lenders International Limited t/a AdvanceMeToday.com (and our agents). **When You sign below You are executing the Arbitration Agreement and the Agreement to Not To Bring, Join or Participate in Class Actions contained below and agreeing to be bound by the terms of this Note. The terms in the Disclosure of Credit Terms box are part of this Note.**

#### DISCLOSURE OF CREDIT TERMS:

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments*</b> The amount you will have paid after making all payments as scheduled.
<b>547.50%</b>	<b>\$150.00</b>	<b>\$1,000.00</b>	<b>\$1,150.00</b>

\* IMPORTANT NOTICE: THE ANNUAL PERCENTAGE RATE SHOWN ABOVE IS CALCULATED FOR A LOAN THAT IS DISBURSED WITHIN 24 HOURS OF THE CREATION OF THIS DOCUMENT. IF YOU DELAY IN ACCEPTING THIS OFFER, OR IF WE ARE UNABLE TO CREDIT YOUR ACCOUNT FOR ANY REASON FOLLOWING YOUR ACCEPTANCE, THE ACTUAL ANNUAL PERCENTAGE RATE FOR YOUR LOAN MAY BE HIGHER OR LOWER. IF YOU DO NOT ACCEPT THIS OFFER WITHIN TWO (2) BUSINESS DAYS, THIS OFFER WILL BE WITHDRAWN AND IT WILL BE NECESSARY FOR NEW DOCUMENTS TO BE PREPARED.

YOUR PAYMENT SCHEDULE WILL BE: One payment of **\$1,150.00** on **12/23/2013** (the "Due Date").

PREPAYMENT: You may prepay this loan at any time without penalty. If You prepay You may be entitled to a refund of the unearned Finance Charge. In addition, you may make a partial prepayment of any amount in increments of 50 dollars (\$50.00) on your outstanding loan balance, which will result in a reduction of interest you will pay over the life of the loan.

SECURITY: This loan is unsecured

\* Finance Charge and Total of Payments are calculated for loan disbursed on 12/12/2013.



**ITEMIZATION OF AMOUNT FINANCED** OF \$1,000.00: Amount Given to you directly: \$1,000.00;  
Paid on your Account # \*\*\*\*\*1111: N/A

**PROMISE TO PAY:** You agree to pay to Lender at Lender's place of business or at any other place Lender shall so designate the total principal amount of \$1,000.00 plus interest thereon at the Annual Percentage Rate set forth above in an amount equal to the Finance Charge set forth above (the "Loan"). Payments are due in accordance with the Payment Schedule set forth above. Payments will be applied first to accrued interest, then to charges due to Lender, such as a returned item charge, and then to the unpaid principal balance. The entire amount of the Loan plus interest is due and payable on 12/23/2013 (the "Maturity Date"). By signing below You promise to pay to us the Total of Payments by the Maturity Date indicated and other charges, if any, as provided in this Note. Be advised that the use of electronic payments is for Your convenience and You have the right to make payment(s) other than by electronic means. Should you wish to make payment other than by the electronic means, please call us at 888-408-4394 at least three (3) business days prior to your scheduled payment date to discuss the available options. Please note that, regardless of the means of payment You elect, it is Your responsibility to ensure that payment is received by Us on or prior to the payment due date.

**HOW INTEREST IS CHARGED:** Interest under this Agreement will be calculated using the "add-on" method. Under this method Lender will add a Finance Charge (interest) to the principal balance in an amount of \$NaN for each \$100.00 borrowed from Lender.

**DEFAULT:** You will be in default under this Note if You do not follow all of the terms of this Note or if You fail to repay the Loan in accordance with the terms of this Note. Upon Your default, late fees will be assessed for up to thirty (30) days, which fees shall be calculated by applying the interest rate set forth above to the principal balance of the Loan. In addition to its right to assess late fees as set forth herein, Lender has the right to exercise all of its remedies to enforce payment in accordance with the terms of this Note. In such event You will be responsible to pay all of the Lenders reasonable attorney fees and costs of collection. In the event that Lender, in its sole and absolute discretion, agrees to extend the terms of payment to permit Borrower to cure a default, Lender shall assess a \$75.00 fee for such extension which shall be in addition to the Borrower's then-current balance.

**RETURN CHECK CHARGES:** Customers will be charged \$30.00 for each returned item/check

**ACCELERATION:** In the event of default in the payment of any of the said installments or said interest when due as herein provided, time being of the essence hereof, the holder of this note may, without notice or demand, declare the entire principal sum then unpaid immediately due and payable. In addition, we may add a returned item charge of \$30 to your balance for each payment that is dishonored.

**PAYMENTS:** If you choose to pay by check or money order we must have received such payment by the payment due date on which it is to be applied. If we have not received such payment by that date we will charge your bank account in accordance with the ACH Authorization we have received from you. We reserve the right to create and submit an electronic check payable from the bank account you have identified. You agree that if any of the above items is returned for any reason by the Financial Institution at which the account is held, Lender has Your authorization to electronically debit Your checking account for the full amount of the unpaid check plus a \$30 return item fee.

**PAYMENT OPTIONS:**

Payments must be scheduled prior to your Due Date by logging on to your account. You may be eligible, subject to Lender's policies, for one of the following payment options:

- (a) You may pay **\$1,150.00** to pay your loan in full.
- (b) You may extend the due date of your loan by paying the finance charge of **\$150.00** , or
- (c) You may extend the due date of your loan by paying the finance charge of **\$150.00** plus an additional principal payment.

**AUTO-RENEWAL:** If you do not pay the loan in full on the Due Date, or contact us prior to the Due Date and select an alternate payment option, Lender will automatically renew your loan as described under (b) above, and debit Your Bank Account on the Payment Due Date or thereafter for the Finance Charge and any accrued fees. Your new Payment Due Date will be your next Pay Date, and the rest of the terms of the Loan Agreement will continue to apply. You must contact us at least three (3) business days prior to your new Payment Due Date to confirm your payment option for the Renewal. If you fail to contact us, or otherwise fail to pay the loan in full on your new Payment Due Date, we may automatically renew the loan until your next Pay Date. You may obtain up to four (4) Renewals in addition to the initial loan transaction. All terms of the Loan Agreement continue to apply to Renewals. All Renewals are subject to Lender's approval. If you qualify, we may allow you to enter into up to four (4) Renewals, also known as a "refinancing" or a "rollover". The full outstanding balance shall be due upon completion of the term of all Renewals, unless you qualify for Auto-Workout, as described below.

**AUTO-WORKOUT:** Unless you contact us to confirm your option for Payment in Full prior to your Fourth Renewal Payment Due Date, your loan will automatically be placed into a Workout Payment Plan. Under the Workout Payment Plan, Your Bank Account will automatically be debited on your Pay Date for accrued finance charges plus a principal payment of \$50 until all amounts owed hereunder are paid in full. This does not limit any of Lender's other rights under the terms of the Loan Agreement. All Workout Payment Plans are subject to Lender's approval.

**RIGHT TO CANCEL:** You acknowledge that you have the right to return the Loan amount in full (Lenders check, cash or money order), within two (2) business days following the date the loan proceeds are deposited in Your bank account, without incurring any fees or charges. A Business Day does not include Sundays or Legal Holidays.

**INTEREST CALCULATION. PAYMENT APPLICATION:** Lenders International, Ltd. t/a AdvanceMeToday.com does not precompute its fees or require advance payments of interest. Interest under this Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of no more than 1/365 of the Annual Percentage Rate multiplied by the unpaid balance (the Amount Financed less the amount it has been reduced by payments) for each day that any amount remains due to Lender. All payments shall be applied first to the accrued interest, then to any costs due to Lender other than the unpaid principal amount, and finally to the unpaid principal amount. Interest will begin to accrue on the date we provide the loan proceeds to you.

**OUR POLICY REGARDING FINANCIAL PRIVACY** We collect nonpublic personal information about You from the following sources: (1) Information we receive from You on applications or other forms; (2) Information about Your transactions with us, our affiliates, or others; and (3) Information we receive from consumer reporting agencies. We restrict access to nonpublic personal information about You to employees who need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard Your nonpublic personal information. Since We value Our relationship, We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as required or permitted by law.

**GOVERNING LAW:** This Note is governed by the laws of St. Vincent and the Grenadines regarding credit transactions between St. Vincentian corporations and citizens of other countries, except to the extent that the General Agreement on Trade in Services, to which the United States and St. Vincent and the Grenadines are signatories, requires compliance with U.S. federal laws.

**VERIFICATION AND REPORTING:** You authorize Us to verify the information you provided in your loan application. This verification may include obtaining credit scores and/or reports from sub-prime credit reporting agencies such as Teletrack and DP Bureau. In addition, you authorize us to report information obtained in the course of servicing your loan to these agencies, provided any information reported is accurate and is otherwise consistent with the requirements of law with specific reference to your rights under the Fair Credit Reporting Act. (15 USCS 1681, et seq)



**DEFAULT:** You will be in default if you do not pay us the amounts you owe us under the Loan Agreement. We may assign or transfer the Loan Agreement or any of our rights hereunder. If the Loan Agreement is consummated, then you agree that the electronically signed Loan Agreement, ACH Authorization, and Arbitration Provision we receive from you will be considered the original executed Loan Agreement, ACH Authorization, and Arbitration Provision, respectively, which are binding and enforceable as to both parties.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION:** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action.

**THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Loan Agreement, the information you gave us before entering into the Loan Agreement, including the customer information application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision: (a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; (b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and (c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. NOTWITHSTANDING ANY CONTRARY RULE OF PROCEDURE OF THE ARBITRATION FORUM SELECTED BY YOU OR US, WE AGREE TO WAIVE ANY SUCH RULE AND AGREE THAT ANY CAUSE OF ACTION HEREUNDER MAY NOT BE JOINED WITH ANY OTHER ACTIONS PENDING, NOR MAY ANY ACTION BE JOINTLY PROSECUTED OR DEFENDED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PARTY OR PARTIES TO THE ACTION YOU OR WE SEEK TO JOIN.

4. You and We agree that any and all claims, disputes or controversies between You and Us, any claim by either of us against the other (or the employees, officers, directors, agents, or assigns of the other), and any claim arising from or relating to Your application for this Loan, or any other loan You previously or may later obtain from Us, this Loan Note, , the collection of the loan, alleging fraud or misrepresentation, whether under the common law or pursuant to federal, state or local statute, regulation or otherwise, or any term or condition of this or any other Agreement between You and Lenders International, Ltd., shall be resolved by binding arbitration by and under the Code of Procedure of the American Arbitration Association ("AAA") in effect at the time the claim is filed. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office, on the World Wide Web at [www.adr.org](http://www.adr.org), by telephone at 800-778-7879, or at "American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019".

**NOTICE:** YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

5. Regardless of who demands arbitration, at your request we will advance your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of your residence for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving international commerce and shall be governed by the FAA and applicable international treaties. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA and/or applicable international treaties do not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of St. Vincent and the Grenadines.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.



9. OPT-OUT PROCESS. You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of this Arbitration Provision by e-mail or by such other means as Lender may agree to accept. Your written notice must include your name, address, account number or social security number, the date of this Arbitration Provision, and a statement that you wish to opt out of this Arbitration Provision. If you choose to opt out, then your choice will apply only to the Application, Loan Agreement, ACH Authorization, and Arbitration Provisions submitted by you in this transaction.

By entering your name and clicking the "I Agree" button below, you are electronically signing and agreeing to all the terms of the Loan Agreement, the Arbitration Provision, and the ACH Authorization ("the Loan Documents") and providing or confirming your electronic signature on all of the Loan Documents. You agree that your electronic signature has the full force and effect of your physical signature and that it binds you to the Loan Documents in the same manner a physical signature would do so.

**ELECTRONIC NOTICE:** You agree that any notices required by the Truth In Lending Act (15 USCS 1601, et seq.), Regulation Z, Regulation E, Regulation B, Regulation P (or its applicable regulatory equivalent) and/or any other provision of applicable federal or state law or regulation may be delivered electronically, to the extent permitted by law.

**AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS:** To extent permitted by law, by signing below You agree that You will not bring, join or participate in any class action as to any claim, dispute or controversy You may have against Us or Our agents, directors, officers and employees. You agree to the entry of injunctive relief to stop such a lawsuit or to remove You as a participant in the suit. You agree to pay the costs We incur, including our court costs and attorneys fees in seeking such relief. This agreement is not a waiver of any of Your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

**SURVIVAL:** The Provisions of this Agreement dealing with the Agreement to Arbitrate All Disputes and the Agreement Not to Bring, Join or Participate in Class Actions shall survive repayment in full and/or default of this Note. BY SIGNING BELOW, YOU AGREE TO ALL THE TERMS OF THIS NOTE, INCLUDING THE AGREEMENT TO ARBITRATE ALL DISPUTES AND THE AGREEMENT NOT TO BRING, JOIN OR PARTICIPATE IN CLASS ACTIONS. YOU ALSO ACKNOWLEDGE A RECEIPT OF A FULLY COMPLETED COPY.

## **Electronic Payment Authorization Agreement**

### **AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT**

1. YOU MUST FILL IN YOUR BANK NAME, TRANSIT/ABA NO. AND CHECKING ACCOUNT NUMBER IN ITEMS 5A, 5B AND 5C BELOW. AND, BE SURE TO SIGN WHERE INDICATED BY THE (X) IN ITEM 8 BELOW.
2. UNLESS THE AUTHORIZATION IN ITEM 5 BELOW IS PROPERLY REVOKED, THERE WILL BE A \$30 FEE ON ANY ACH DEBIT ENTRY ITEMS THAT ARE RETURNED AT TIME OF COLLECTION.
3. YOU AUTHORIZE LENDERS INTERNATIONAL, LTD. AND/OR IT'S AGENTS TO CONTACT YOU AT YOUR PLACE OF EMPLOYMENT OR RESIDENCE AT ANY TIME UP TO 9:00 PM YOUR LOCAL TIME REGARDING YOUR LOAN.
4. YOU REPRESENT THAT YOU HAVE NOT FILED FOR BANKRUPTCY AND HAVE NO PRESENT INTENTIONS TO DO SO.

5. YOU AUTHORIZE US, Lenders International, Ltd., or our agent(s), including attorneys and third party collection agencies in the event of default; to initiate one or more ACH debit entries (for example, at our option, one debit entry may be initiated for the principal of the loan and another for the finance charge) to your Checking Account indicated below for the single payment that comes due with regard to the loan for which you are applying. The Depository Institution named below, called BANK, will receive and debit such entry to your Checking Account. You authorize us to effect a credit entry to deposit the proceeds of the loan to your Account at the BANK. In the event any debit item is returned unpaid, in whole or in part, by BANK for any reason, you authorize Lenders International, Ltd. to substitute any other depository account(s) you maintain at any financial institution(s) in place of Bank, and to initiate debits in the amount(s) and manner described herein, without the necessity of obtaining new or additional authorizations from you.

A. Bank Name: TD BANK, NA

B. Transit ABA Number: 036001808

C. Checking Account Number: \*\*\*\*\*1111

This Authorization becomes effective at the time we make you the loan for which you are applying and will remain in full force and effect until we have received notice of revocation from you. It does not authorize us to make debit entries with regard to any other loan you may now or later obtain from us, or that, with regard to this loan, may recur at substantially regular intervals. You may revoke this authorization to effect an ACH debit entry to your Account by giving oral or written notice of revocation to us, which must be received no later than 3 business days prior to the due date of your loan. However, if you timely revoke the authorization to effect an ACH debit entry before the loan is paid in full, you authorize us to prepare and submit one or more checks drawn on your Account on or after the due date of your loan. This authorization to prepare and submit a check on your behalf may not be revoked by you until such time as the loan is paid in full.

6. IF REQUESTED, YOU AGREE TO PROVIDE US WITH A BLANK CHECK FROM YOUR CHECKING ACCOUNT AT THE BANK THAT IS MARKED "VOID". YOU AUTHORIZE US TO CORRECT ANY MISSING OR ERRONEOUS INFORMATION FROM THAT CHECK. A CUSTOMER SERVICE REPRESENTATIVE WILL CONTACT YOU IF THIS IS NECESSARY.

7. Alternatively, you authorize Us to charge any credit or debit card issued for any account owned by you and for which you have, or in the future will, provide the necessary information to initiate a Point of Sale (?POS?) transaction, which information may include, without limitation, the Cardholder Name, Card Number, Expiration Date and CVV Code to collect any amount due under this or any other Agreement between You and Us.

8. BY SIGNING BELOW, YOU ACKNOWLEDGE STATEMENTS 2, 3 AND 4, AND AGREE TO THE AUTHORIZATION IN ITEM 5.

9. IF THIS FORM HAS BEEN TELEFAXED TO YOU, YOU MUST PRINT YOUR NAME, DATE AND SIGN BELOW AND TELEFAX THIS FORM, TOGETHER WITH THE SIGNED LOAN NOTE, TO 888-660-2984 .

NOTICE: YOU MAY KEEP THIS NOTE, WITHOUT SIGNING IT, IF YOU STILL WANT TO SHOP ELSEWHERE FOR CREDIT

RIGHT TO CANCEL: YOU MAY CANCEL THIS LOAN WITHOUT COST OR FURTHER OBLIGATION TO US, IF YOU DO SO BY THE END OF BUSINESS ON THE SECOND BUSINESS DAY AFTER YOU RECEIVE THE LOAN PROCEEDS. To cancel, you must call us at 888-408-4394 to alert us of your intention to cancel. You must also complete the information in this box, sign and fax it to us at 888-660-2984 . Upon receipt of such notice, we will reverse the transfer of loan proceeds electronically and cancel this loan. If you follow these procedures but there are insufficient funds available in your bank account to enable us to reverse the transfer of loan proceeds at the time we effect an ACH debit entry of your bank account, your cancellation will not be effective and you will be required to pay the loan, including principal and accrued interest, and other charges in accordance with Your payment schedule.

**STOP! Sign here only if you wish to cancel this loan:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To electronically sign this Agreement and signify your agreement with the above terms, type your full name below and type "I Agree". You should PRINT and RETAIN a copy of this agreement for your records.

**SIGN HERE**

**Your Full Name:**

**Type 'I Agree':**

**Date:**

12/12/2013

**Submit**

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**IMPORTANT DISCLOSURES:** Advance Me Today and its affiliates offer payday advances, installment loans and credit services only to residents in those states where permitted by law. To obtain a loan, you must have a valid checking account and email address. In most cases loans will be funded the next business day without requiring any faxing of information unless we are unable to verify your application information.

**CONSUMER NOTICE:** Payday advances should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling.



# **EXHIBIT 4**



[MY ACCOUNT](#) | [HOW DOES IT WORK?](#) | [FAQS](#) | [RATES & TERMS](#) | [CONTACT US](#)

## Print Confirmation

**Thursday, December 12, 2013**

**Thank you for your business, Terry.**

Your loan application has been processed and your confirmation number is 364635. Please print this page for your records.

You will be notified when your application information has been verified. If you completed your loan application before 4:00pm CST and your application is verified by **5:00pm CST** and funds will be deposited in your bank account the next business day (in most cases). We reserve the right to withhold funding if we are unable to verify your application information.

You can view your loan status at any time by visiting the My Account page. Click [here](#) or 'Continue' to go there now.

[Print](#)[Continue](#)

☒ **Please call to remind me the day before my loan comes due.**

[Apply Now](#) | [How it Works](#) | [FAQS](#) | [Privacy](#) | [Security](#) | [Returning Customers](#)

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**IMPORTANT DISCLOSURES:** Advance Me Today and its affiliates offer payday advances, installment loans and credit services only to residents in those states where permitted by law. To obtain a loan, you must have a valid checking account and email address. In most cases loans will be funded the next business day without requiring any faxing of information unless we are unable to verify your application information.

**CONSUMER NOTICE:** Payday advances should be used for short-term financial needs only, not as a long-term financial solution. Customers with credit difficulties should seek credit counseling.

# **EXHIBIT 5**

**Loan Agreement, Promissory Note and Disclosure**  
**Loan Number:** [REDACTED]

**Lenders International, Ltd t/a AdvanceMeToday.com**

**Borrower's Information:**

**Borrower's Name:** Deborah Moss  
**Borrower's Address:** [REDACTED]  
**Origination Date:** 5/8/2013

**A. PARTIES:** In this Loan Agreement, Promissory Note and Disclosure ("Note"), "You" and "Your" mean the Borrower named above. "We", "Our" and "Us" mean Lenders International Limited t/a AdvanceMeToday.com and any assignee **When You electronically sign below, You are agreeing to be bound by the terms of this Note, including the Arbitration Provision. The Disclosure of Credit Terms box below is part of this Note. You may save and/or print a copy of this Note at any time, whether or not You sign it.**

**B. DISCLOSURE OF CREDIT TERMS:**

<b>ANNUAL PERCENTAGE RATE</b> The cost of Your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to You or on Your behalf.	<b>Total of Payments</b> The amount You will have paid after making all payments as scheduled.
625.71%	\$240.00	\$1,000.00	\$1,240.00
YOUR PAYMENT SCHEDULE WILL BE: One payment of \$1,240.00 on 5/23/2013 (the "Due Date").			
PREPAYMENT: If You pay off early, You will be entitled to a refund of all or part of the Finance Charge.			
SECURITY: Your Payment Authorization and Election (Exhibit A) secures this loan.			
See the further provisions of this Note below for any additional information about nonpayment, default, any required repayment in full before the Due Date and prepayment refunds and penalties.			

**C. ITEMIZATION OF AMOUNT FINANCED; DISBURSAL:** The Amount Financed is itemized as follows: Amount given to You directly: \$1,000.00; Amount paid on Your account: \$1,000.00. **If the Amount Financed is paid to You, You authorize Us to disburse the Amount Financed by making an electronic fund transfer ("EFT") to the bank account ("Account") identified on the Payment Authorization attached to this Note as Exhibit A (the "Payment Authorization"). THE "FUNDING DATE" FOR YOUR LOAN IS THE ORIGINATION DATE SHOWN ABOVE IF THE AMOUNT FINANCED IS PAID ON YOUR ACCOUNT OR THE NEXT BUSINESS DAY IF THE AMOUNT FINANCED IS PAID TO YOU. IF WE CANNOT FUND YOUR LOAN ON THE FUNDING DATE FOR ANY REASON, NEW DOCUMENTS WILL NEED TO BE PREPARED AND EXECUTED**

**D. INTEREST:** Your Finance Charge (interest) equals 30% of the Amount Financed.

**E. PROMISE TO PAY; PAYMENT AUTHORIZATION:** You agree to pay Us on the Due Date the Total of Payments (which equals the Amount Financed plus the Finance Charge). To arrange for and secure payment, You must complete and electronically sign the Payment Authorization and Election attached as Exhibit A (the "Payment Authorization") immediately after signing this Note. We will initiate payment on the Due Date in accordance with the Payment Authorization

**F. RIGHT TO CANCEL:** YOU MAY CANCEL YOUR LOAN WITHOUT COST OR FURTHER OBLIGATION IF YOU ACT BY THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY AFTER THE FUNDING DATE. TO CANCEL, YOU MUST CONTACT US AT 888-408-4394 AND FAX US THE CANCELLATION FORM ATTACHED AS EXHIBIT B TO THIS NOTE. WE WILL THEN ATTEMPT TO INITIATE A PAYMENT OF THE AMOUNT FINANCED FROM THE ACCOUNT PURSUANT TO THE PAYMENT AUTHORIZATION. IF YOUR REPAYMENT OF THE AMOUNT FINANCED IS RETURNED, YOUR LOAN WILL NOT BE CANCELED.

**G. PREPAYMENT:** In addition to Your right to cancel Your loan by repaying Us the entire Amount Financed, You may prepay Your loan after the cancellation period but before the Due Date. If You do, We will give You a credit against Your interest charges. The credit will equal the Finance Charge shown above times a fraction. The fraction is the number of days You pay before the Due Date divided by the number of days from the Funding Date through the Due Date. To arrange to prepay Your loan in whole or in part, You must go online at [www.advancemetoday.com](http://www.advancemetoday.com) or call Us at 888-408-4394 to alert Us of Your intention to make a prepayment and then follow Our instructions.

**H. AMENDMENT:** You and We may agree to modify this Note at any time. For example, We may (but need not) give You the right to extend the Due Date until Your next payday by paying Us the Finance Charge shown above on the Due Date instead of paying Us the entire Total of Payments. **We are not required to offer any amendment and You are not required to accept any amendment We offer.** We are not bound by any amendment that is not set forth by Us online or in writing. However, You may agree online or by email, text message, fax or phone to any amendment We propose online or in writing.

**I. EXTENDED PAYMENT NOTE:** We may (but need not) give You the option to refinance Your loan by paying the Finance Charge set forth above (instead of the entire Total of Payments) and at the same time agreeing to an Extended Payment Note. The Extended Payment Note, if any, We expect to offer is attached to this Note as Exhibit C. **If You want the Extended Payment Note to apply, You must take affirmative action. You may exercise any option We give You with regard to an Extended Payment Note online or by email, text message, fax or phone.** For example, if You reply REFI to a text message We send you advising You of the date and amount of Your loan payment

**I. EXTENDED PAYMENT NOTE:** We may (but need not) give You the option to refinance Your loan by paying the Finance Charge set forth above (instead of the entire Total of Payments) and at the same time agreeing to an Extended Payment Note. The Extended Payment Note, if any, We expect to offer is attached to this Note as Exhibit C. **If You want the Extended Payment Note to apply, You must take affirmative action. You may exercise any option We give You with regard to an Extended Payment Note online or by email, text message, fax or phone.** For example, if You reply REFI to a text message We send you advising You of the date and amount of Your loan payment and You reply REFI, You will thereby: (1) agree to pay the Finance Charge on the Due Date; and (2) sign the Extended Payment Note.

**J. DEFAULT:** Time is of the essence, and You will be in default under this Note (as it may be amended) if You do not make any payment when due. Upon default, We may, without notice or demand, declare the entire amount then unpaid immediately due and payable. If We elect to do so, We may offer You the opportunity to pay the entire amount due, plus a \$75 payment plan fee, without interest in installments

**K. BUSINESS DAYS:** Business Days do not include Saturdays, Sundays or Legal Holidays.

**L. PAYMENT CHARGES:** If any payment You make is returned, We will charge You a \$30 returned payment charge. For any payment You make with Our assistance and not pursuant to the Payment Authorization, We may charge You a convenience fee up to \$5

**M. PAYMENT APPLICATION:** All payments are applied first to accrued interest, then to any fees and costs You owe and finally to unpaid principal.

**N. OUR POLICY REGARDING FINANCIAL PRIVACY:** We collect nonpublic personal information about You from the following sources: (1) Information We receive from You on applications or other forms; (2) Information about Your transactions with Us, Our affiliates, or others; and (3) Information We receive from consumer reporting agencies. We restrict access to nonpublic personal information about You to employees who need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard Your nonpublic personal information. We do not disclose any nonpublic personal information about Our customers or former customers to anyone, except as required or permitted by law.

**O. GOVERNING LAW:** This Note (other than the Arbitration Provision) is governed by the laws of St. Vincent and the Grenadines regarding credit transactions between St. Vincentian corporations and citizens of other countries, except to the extent that the General Agreement on Trade in Services, to which the United States and St. Vincent and the Grenadines are signatories, requires compliance with U.S. federal laws. The Arbitration Provision is subject to the Federal Arbitration Act.

**P. VERIFICATION AND REPORTING:** You authorize Us to verify the information You provided in Your loan application and to obtain reports bearing on Your creditworthiness. These reports may include reports from sub-prime credit reporting agencies such as Teletrack and DP Bureau. In addition, You authorize Us to report information obtained in the course of servicing Your loan to credit reporting agencies. Late payments, missed payments, or other defaults may be reflected in Your credit report.

**Q. ASSIGNMENT:** We may assign or transfer this Note or any of Our rights under this Note.

**R. ELECTRONIC SIGNING AND NOTICES:** To the full extent permitted by law, any document You or We sign electronically, including this Note, the Payment Authorization and any notice or election, will be considered an original executed document, binding and enforceable as to each electronic signer as if signed in writing.

**S. CREDIT DISPUTES; IDENTITY THEFT:** If You believe that any information about Your loan that We have furnished to a consumer reporting agency is inaccurate, or if You believe that You have been the victim of identity theft in connection with any loan made by Us, write to Us at PO Box 1124-1007 San Jose, Costa Rica 10102. In Your letter (i) provide Your name and loan number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute and (iv) provide any supporting documentation You have that substantiates the basis of the dispute. If You believe that You have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

**T. TELEPHONE CALLS; TEXTS:** You agree that We may monitor and/or record any of Your phone conversations with any of Our representatives. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to You about payment due dates, missed payments, options to amend this Note and other important information. The telephone messages are played by a machine automatically when the telephone is answered, whether answered by You or someone else. These messages may also be recorded by Your answering machine. You give Us Your permission to call or send a text message to any telephone number You have given Us and to play pre-recorded messages or send text messages with information about Your loan over the phone. You also give Us permission to communicate such information to You via e-mail. You agree that We will not be liable to You for any such calls or e-mails. You understand that, when You receive such calls or text messages, You may incur a charge from the company that provides You with telecommunications, wireless and/or Internet services. You agree that We have no liability for such charges.

**U. BANKRUPTCY:** You promise that You are not currently a debtor in any bankruptcy proceeding, You are not contemplating bankruptcy and You have not consulted with an attorney regarding a potential bankruptcy filing in the past six months. You must provide any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence to Us at PO Box 1124-1007 San Jose, Costa Rica 10102. You agree that any other written or oral communication concerning a bankruptcy is null and void and of no effect.

**V. OTHER TERMS:** All of Our rights and all of Your obligations under this Note are limited to the extent permitted by law. Except as otherwise provided in the Arbitration Provision, if any part of this Note is found to be unenforceable, that part will be deemed severed from this Note, and the remaining provisions will be enforced to the fullest extent allowed by law. You confirm all the statements on Your loan application. We may from time to time delay or refrain from enforcing any of Our rights under this Note and will not lose any of Our rights by doing so.



**W. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION:** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right You may have to participate in an alleged class action.

**THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Loan Agreement, the information You gave Us before entering into the Loan Agreement, including the customer information application, and/or any past agreement or agreements between You and Us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by Us against You, including claims for money damages to collect any sum We claim You owe Us; (g) all claims asserted by You individually against Us and/or any of Our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on Your behalf by another person; (i) all claims asserted by You as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against Us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by Us or related third parties of any non-public personal information about You.

2. You acknowledge and agree that by entering into this Arbitration Provision: (a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; (b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and (c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against Us and/or related third parties shall be resolved by binding arbitration only on an individual basis with You. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. NOTWITHSTANDING ANY CONTRARY RULE OF PROCEDURE OF THE ARBITRATION FORUM SELECTED BY YOU OR US, WE AGREE TO WAIVE ANY SUCH RULE AND AGREE THAT ANY CAUSE OF ACTION HEREUNDER MAY NOT BE JOINED WITH ANY OTHER ACTIONS PENDING, NOR MAY ANY ACTION BE JOINTLY PROSECUTED OR DEFENDED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PARTY OR PARTIES TO THE ACTION YOU OR WE SEEK TO JOIN.

4. You and We agree that any and all claims, disputes or controversies between You and Us, any claim by either of Us against the other (or the employees, officers, directors, agents, or assigns of the other), and any claim arising from or relating to Your application for this Loan, or any other loan You previously or may later obtain from Us, this Loan Note, , the collection of the loan, alleging fraud or misrepresentation, whether under the common law or pursuant to federal, state or local statute, regulation or otherwise, or any term or condition of this or any other Agreement between You and Lenders International, Ltd., shall be resolved by binding arbitration by and under the Code of Procedure of the American Arbitration Association ("AAA") in effect at the time the claim is filed. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office, on the World Wide Web at [www.adr.org](http://www.adr.org), by telephone at 800-778-7879, or at "American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019".

**NOTICE:** YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

5. Regardless of who demands arbitration, at Your request We will advance Your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of Your residence. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in Your favor resolving the dispute, then You will not be responsible for reimbursing Us for Your portion of the Arbitration Fees, and We will reimburse You for any Arbitration Fees You have previously paid. If the arbitrator does not render a decision or an award in Your favor resolving the dispute, then the arbitrator shall require You to reimburse Us for the Arbitration Fees We have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees You have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

will not be responsible for reimbursing Us for Your portion of the Arbitration Fees, and we will reimburse You for any Arbitration Fees You have previously paid. If the arbitrator does not render a decision or an award in Your favor regarding the dispute, then the arbitrator shall require You to reimburse Us for the Arbitration Fees We have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees You have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of Your residence for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving international commerce and shall be governed by the FAA and applicable international treaties. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA and/or applicable international treaties do not apply to this transaction, then Our agreement to arbitrate shall be governed by the arbitration law of St. Vincent and the Grenadines.

8. This Arbitration Provision is binding upon and benefits You, Your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits Us, Our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if Your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between You and Us and continues in full force and effect unless You and We otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

9. OPT-OUT PROCESS. You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If You do not wish to be subject to this Arbitration Provision, then You must notify Us in writing within thirty (30) calendar days of the date of this Arbitration Provision by e-mail or by such other means as Lender may agree to accept. Your written notice must include Your name, address, account number or social security number, the date of this Arbitration Provision, and a statement that You wish to opt out of this Arbitration Provision. If You choose to opt out, then Your choice will apply only to the Application, Loan Agreement, ACH Authorization, and Arbitration Provisions submitted by You in this transaction.

**X. ELECTRONIC SIGNATURE**: By entering Your name and clicking the "I Agree" button below, You are electronically signing and agreeing to all the terms of the Loan Agreement, the Arbitration Provision, and the ACH Authorization ("the Loan Documents") and providing or confirming Your electronic signature on all of the Loan Documents. You agree that Your electronic signature has the full force and effect of Your physical signature and that it binds You to the Loan Documents in the same manner a physical signature would do so.

BY TYPING "I AGREE" BELOW, YOU AGREE TO ALL THE TERMS OF THIS NOTE, INCLUDING THE ARBITRATION PROVISION. YOU ALSO ACKNOWLEDGE A RECEIPT OF A FULLY COMPLETED COPY OF THIS NOTE.

**Your Full Name:**  
Deborah moss

**Type 'I Agree':**  
I agree

**Date:**  
5/8/2013

## EXHIBIT A - Payment Authorization and Election

**1. Definitions.** For purposes of this Payment Authorization and Election ("Payment Authorization"), "You" and "Your" mean the Borrower named below. "We," "Our" and "Us" mean Lenders International Limited t/a AdvanceMeToday.com and any assignee. "Note" means the Loan Agreement, Promissory Note and Disclosure to which this Payment Authorization is attached as Exhibit A and any subsequent promissory note or similar document evidencing a loan from Us to You. "Card" means the credit, debit or stored value card, if any, identified below, or any substitute or replacement card, and "Account" means the bank account identified below, or any substitute or replacement account.

### Account

Bank Name: [REDACTED]  
ABA Number: [REDACTED]  
Account Number: [REDACTED]

**2. Basic Payment Authorization.** Unless a Payment Authorization from a prior loan remains in effect, You must sign this Payment Authorization to receive a loan. By signing below, You authorize and direct Us to initiate an electronic fund transfer ("EFT") from the Account for each required payment under this Note (including any returned payment charge or convenience fee, which may be combined with any other payment due to Us hereunder). However, You may notify Us by phone at 888-408-4394 at least three (3) business days before any payment is due that You intend to make such payment by check or money order. If You give this notice and make such payment on a timely basis, We will not initiate an EFT for such payment. If Your payment is not received in a timely manner, You understand and expressly agree that We may then initiate the EFT. You may cancel the payment authorization in this Paragraph 2 at any time by calling Us at 888-408-4394. Your cancellation will be effective as soon as We can reasonably act on it.

**3. Additional Payment Authorizations.** In the event that We make an error in processing an EFT, You authorize Us to initiate an EFT to or from the Account to correct the error. Additionally, instead of or in addition to any authorized EFT from the Account, You authorize Us to initiate any EFT that You subsequently confirm by phone, text message or email.

**4. General.** (a) Unless terminated by You, this Payment Authorization applies to any Extended Payment Note you subsequently execute. You do not need to sign a new Payment Authorization in connection with the Extended Payment Note.

(b) If any payment cannot be obtained by EFT from the Account, You remain responsible for such payment and any resulting fees, including any fees Your bank may charge for a dishonored EFT. You agree that We may resubmit any returned EFT as permitted by law and network rules. We are not responsible for any bank charges You may incur as a result of Our submission or re-submission of any EFT authorized hereby.

(c) IF REQUESTED, YOU AGREE TO PROVIDE US WITH A BLANK CHECK FROM YOUR ACCOUNT

You authorize Us to initiate an EFT to or from the Account to correct the error. Additionally, instead of or in addition to any authorized EFT from the Account, You authorize Us to initiate any EFT that You subsequently confirm by phone, text message or email.

**4. General.** (a) Unless terminated by You, this Payment Authorization applies to any Extended Payment Note you subsequently execute. You do not need to sign a new Payment Authorization in connection with the Extended Payment Note.

(b) If any payment cannot be obtained by EFT from the Account, You remain responsible for such payment and any resulting fees, including any fees Your bank may charge for a dishonored EFT. You agree that We may resubmit any returned EFT as permitted by law and network rules. We are not responsible for any bank charges You may incur as a result of Our submission or re-submission of any EFT authorized hereby.

(c) IF REQUESTED, YOU AGREE TO PROVIDE US WITH A BLANK CHECK FROM YOUR ACCOUNT, MARKED "VOID". YOU AUTHORIZE US TO CORRECT ANY MISSING OR ERRONEOUS INFORMATION PROVIDED BY YOU OR CONTAINED ON THE CHECK. A CUSTOMER SERVICE REPRESENTATIVE WILL CONTACT YOU IF THIS IS NECESSARY.

BY TYPING "I AGREE" BELOW, YOU AGREE TO THE TERMS OF THIS PAYMENT AUTHORIZATION. YOU ALSO ACKNOWLEDGE A RECEIPT OF A FULLY COMPLETED COPY OF THIS PAYMENT AUTHORIZATION. IF THIS FORM HAS BEEN FAXED TO YOU, YOU MUST PRINT YOUR NAME, PRINT THE DATE, SIGN AND FAX THIS FORM, TOGETHER WITH THE SIGNED NOTE, TO 888-660-2984.

<b>Name:</b> Deborah moss	<b>Type 'I Agree':</b> I agree	<b>Date:</b> 5/8/2013
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EXHIBIT B - Cancellation Form

RIGHT TO CANCEL: YOU MAY CANCEL THIS LOAN WITHOUT COST OR FURTHER OBLIGATION TO US IF YOU DO SO BY THE END OF BUSINESS ON THE SECOND BUSINESS DAY AFTER YOU RECEIVE THE LOAN PROCEEDS. To cancel, You must call Us at 888-408-4394 to alert Us of Your intention to cancel. You must also sign and fax this Cancellation Form to Us at 888-660-2984. By doing so, You direct Us to reverse the electronic payment We made to disburse Your loan proceeds. If You follow these procedures but there are insufficient funds available in Your bank account to enable Us to reverse the transfer of loan proceeds, Your cancellation will not be effective and You will be required to pay the loan, including principal, interest and other charges (which will include a \$30 returned payment charge) in accordance with the terms of Your Note

**STOP! Sign here only if You wish to cancel this loan:**

Loan Number: [REDACTED]  
Amount Financed: \$1,000.00  
Borrower: Deborah Moss  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT C - EXTENDED PAYMENT NOTE  
Extended Payment Loan Agreement, Promissory Note and Disclosure  
Loan Number: [REDACTED]

Lenders International, Ltd t/a AdvanceMeToday.com

Borrower's Information:

<b>Borrower's Name:</b> Deborah Moss	<b>Borrower's Address:</b> [REDACTED]
<b>Origination Date:</b> 5/8/2013	[REDACTED]

**PARTIES:** In this Loan Agreement, Promissory Note and Disclosure ("Note"), "You" and "Your" mean the Borrower named above. "We", "Our" and "Us" mean Lenders International Limited t/a AdvanceMeToday.com and any assignee **When You electronically sign below, You are agreeing to be bound by the terms of this Note, including the Arbitration Provision. The Disclosure of Credit Terms box below is part of this Note. You may save and/or print a copy of this Note at any time, whether or not You sign it.**

DISCLOSURE OF CREDIT TERMS:

<u>ANNUAL PERCENTAGE RATE</u> The cost of Your credit as a yearly rate.	<u>FINANCE CHARGE</u> The dollar amount the credit will cost you.	<u>Amount Financed</u> The amount of credit provided to You or on Your behalf.	<u>Total of Payments</u> The amount You will have paid after making all payments as scheduled.
624.97%	\$3,480.00	\$1,000.00	\$4,480.00
YOUR PAYMENT SCHEDULE WILL BE: : Payment Date, Amount			



<b><u>PERCENTAGE RATE</u></b> The cost of Your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to You or on Your behalf.	The amount You will have paid after making all payments as scheduled.
<b>624.97%</b>	<b>\$3,480.00</b>	<b>\$1,000.00</b>	<b>\$4,480.00</b>
<b><u>YOUR PAYMENT SCHEDULE WILL BE:</u> :</b>			
<b>Payment Date</b>	<b>Amount</b>		
5/23/2013	\$240.00		
6/6/2013	\$240.00		
6/20/2013	\$240.00		
7/3/2013	\$240.00		
7/18/2013	\$290.00		
8/1/2013	\$278.00		
8/15/2013	\$266.00		
8/29/2013	\$254.00		
9/12/2013	\$242.00		
9/26/2013	\$230.00		
10/10/2013	\$218.00		
10/24/2013	\$206.00		
11/7/2013	\$194.00		
11/21/2013	\$182.00		
12/5/2013	\$170.00		
12/19/2013	\$158.00		
1/2/2014	\$146.00		
1/16/2014	\$134.00		
1/30/2014	\$122.00		
2/13/2014	\$110.00		
<b><u>PREPAYMENT:</u></b> : If You pay off early, You will be entitled to a refund of all or part of the Finance Charge.			
<b><u>SECURITY:</u></b> The Payment Authorization and Election You executed in connection with this loan or a loan refinanced by this loan ("Payment Authorization") secures this loan.			
See the further provisions of this Note below for any additional information about nonpayment, default, any required repayment in full before the maturity date and prepayment refunds and penalties			

**ITEMIZATION OF AMOUNT FINANCED: DISBURSAL:** The Amount Financed is itemized as follows: Amount given to You directly: ; Amount paid on Your account: . **If the Amount Financed is paid to You, You authorize Us to disburse the Amount Financed by making an electronic fund transfer ("EFT") to the bank account ("Account") identified in the Payment Authorization. THE "FUNDING DATE" FOR YOUR LOAN IS THE ORIGINATION DATE SHOWN ABOVE IF THE AMOUNT FINANCED IS PAID ON YOUR ACCOUNT OR THE NEXT BUSINESS DAY IF THE AMOUNT FINANCED IS PAID TO YOU. IF WE CANNOT FUND YOUR LOAN ON THE FUNDING DATE FOR ANY REASON, NEW DOCUMENTS WILL NEED TO BE PREPARED AND EXECUTED.**

**PROMISE TO PAY: PAYMENT AUTHORIZATION:** You agree to pay the amounts due under this Note on the dates ("Payment Dates") and in the amounts shown on the Payment Schedule above. To arrange for and secure payment, You have previously completed and signed or must complete and sign a Payment Authorization. Each payment will be initiated pursuant to the Payment Authorization.

**RIGHT TO CANCEL:** **YOU MAY CANCEL YOUR LOAN WITHOUT COST OR FURTHER OBLIGATION IF YOU ACT BY THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY AFTER THE FUNDING DATE. TO CANCEL, YOU MUST CONTACT US AT 888-408-4394 AND FAX US THE CANCELLATION FORM ATTACHED AS EXHIBIT A TO THIS NOTE. WE WILL THEN ATTEMPT TO INITIATE A PAYMENT OF THE AMOUNT FINANCED FROM THE ACCOUNT PURSUANT TO THE PAYMENT AUTHORIZATION. IF YOUR REPAYMENT OF THE AMOUNT FINANCED IS RETURNED, YOUR LOAN WILL NOT BE CANCELED.**

**PREPAYMENT:** (a) In addition to Your right to cancel, You may prepay Your loan in full at any time. Upon request, We will advise You of the amount You must pay. This amount will equal the total of all amounts then owing under this Note, plus all future scheduled payments under this Note, less the "Prepayment Credit." The Prepayment Credit equals the amount of interest that would have accrued on this Note after the prepayment date, based on an interest charge for each "Payment Period" (the period between Payment Dates or the period from the Funding Date through the first Payment Date) equal to 30% of the scheduled unpaid principal balance at the beginning of the Payment Period and an interest charge for each day in each Payment Period equal to the interest charge for the Payment Period divided by the number of days in the Payment Period

(b) You may also prepay Your loan in part on any Payment Date. If You do so, We will adjust Your payment schedule so that payments under the new schedule will repay Your loan in full over the original term of the loan, once again based on interest for each Payment Period equal to 30% of the scheduled unpaid principal balance at the beginning of the Payment Period.

(c) To arrange to prepay Your loan in whole or in part, You must go online at [www.advancemetoday.com](http://www.advancemetoday.com) or call Us at 888-408-4394 to alert Us of Your intention to make a prepayment and then follow Our instructions.

(d) All payments are applied first to accrued interest, then to any fees and costs You owe and finally to unpaid principal.

**AMENDMENT:** You and We may agree to modify this Note at any time. We are not bound by any amendment that is not set forth by Us online or in writing. However, You may agree online or by email, text message, fax or phone to any amendment We propose online or in writing.

**DEFAULT:** Time is of the essence, and You will be in default under this Note (as it may be amended) if You do not make any payment when due. Upon default, We may, without notice or demand, declare the entire amount then unpaid immediately due and payable. If We elect to do so, We may offer You the opportunity to pay the entire amount due, plus a \$75 payment plan fee, without interest in installments.

**BUSINESS DAYS:** Days do not include Saturdays, Sundays or Legal Holidays.

**PAYMENT CHARGES:** If any payment You make is returned, We will charge You a \$30 returned payment charge. For any payment You make with Our assistance and not pursuant to the Payment Authorization, We may charge You a convenience fee up to \$5.

**OUR POLICY REGARDING FINANCIAL PRIVACY:** We collect nonpublic personal information about You from the following sources: (1) Information We receive from You on applications or other forms; (2) Information about Your transactions with Us, Our affiliates, or others; and (3) Information We receive from consumer reporting agencies. We restrict access to nonpublic personal information about You to employees who need to know that information to provide products or services to You. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard Your nonpublic personal information. We do not disclose any nonpublic personal information about Our customers or former customers to anyone, except as required or permitted by law

**GOVERNING LAW:** This Note (other than the Arbitration Provision) is governed by the laws of St. Vincent and the Grenadines regarding credit transactions between St. Vincentian corporations and citizens of other countries, except to the extent that the General Agreement on Trade in Services, to which the United States and St. Vincent and the Grenadines are signatories, requires compliance with U.S. federal laws. The Arbitration Provision is subject to the Federal Arbitration Act.

**VERIFICATION AND REPORTING:** You authorize Us to verify the information You provided in Your loan application and to obtain reports bearing on Your creditworthiness. These reports may include reports from sub-prime credit reporting agencies such as Teletrack and DP Bureau. In addition, You authorize Us to report information obtained in the course of servicing Your loan to credit reporting agencies. Late payments, missed payments, or other defaults may be reflected in Your credit report.

**ASSIGNMENT:** We may assign or transfer this Note or any of Our rights under this Note

**ELECTRONIC SIGNING AND NOTICES:** To the full extent permitted by law, any document You or We sign electronically, including this Note, the Payment Authorization and any notice or election, will be considered an original executed document, binding and enforceable as to each electronic signer as if signed in writing.

**CREDIT DISPUTES: IDENTITY THEFT:** If You believe that any information about Your loan that We have furnished to a consumer reporting agency is inaccurate, or if You believe that You have been the victim of identity theft in connection with any loan made by Us, write to Us at PO Box 1124-1007 San Jose, Costa Rica 10102. In Your letter (i) provide Your name and loan number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute and (iv) provide any supporting documentation You have that substantiates the basis of the dispute. If You believe that You have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

**TELEPHONE CALLS:** You agree that We may monitor and/or record any of Your phone conversations with any of Our representatives. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to You about payment due dates, missed payments, options to amend this Note and other important information. The telephone messages are played by a machine automatically when the telephone is answered, whether answered by You or someone else. These messages may also be recorded by Your answering machine. You give Us Your permission to call or send a text message to any telephone number You have given Us and to play pre-recorded messages or send text messages with information about Your loan over the phone. You also give Us permission to communicate such information to You via e-mail. You agree that We will not be liable to You for any such calls or e-mails. You understand that, when You receive such calls or text messages, You may incur a charge from the company that provides You with telecommunications, wireless and/or Internet services. You agree that We have no liability for such charges.

**BANKRUPTCY:** You promise that You are not currently a debtor in any bankruptcy proceeding, You are not contemplating bankruptcy and You have not consulted with an attorney regarding a potential bankruptcy filing in the past six months. You must provide any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence to Us at PO Box 1124-1007 San Jose, Costa Rica 10102. You agree that any other written or oral communication concerning a bankruptcy is null and void and of no effect.

**OTHER TERMS:** All of Our rights and all of Your obligations under this Note are limited to the extent permitted by law. Except as otherwise provided in the Arbitration Provision, if any part of this Note is found to be unenforceable, that part will be deemed severed from this Note, and the remaining provisions will be enforced to the fullest extent allowed by law. You confirm all the statements on Your loan application. We may from time to time delay or refrain from enforcing any of Our rights under this Note and will not lose any of Our rights by doing so.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION:** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right You may have to participate in an

alleged class action.

**THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Loan Agreement, the information You gave Us before entering into the Loan Agreement, including the customer information application, and/or any past agreement or agreements between You and Us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by Us against You, including claims for money damages to collect any sum We claim You owe Us; (g) all claims asserted by You individually against Us and/or any of Our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on Your behalf by another person; (i) all claims asserted by You as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against Us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by Us or related third parties of any non-public personal information about You.

2. You acknowledge and agree that by entering into this Arbitration Provision: (a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; (b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and (c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against Us and/or related third parties shall be resolved by binding arbitration only on an individual basis with You. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. NOTWITHSTANDING ANY CONTRARY RULE OF PROCEDURE OF THE ARBITRATION FORUM SELECTED BY YOU OR US, WE AGREE TO WAIVE ANY SUCH RULE AND AGREE THAT ANY CAUSE OF ACTION HEREUNDER MAY NOT BE JOINED WITH ANY OTHER ACTIONS PENDING, NOR MAY ANY ACTION BE JOINTLY PROSECUTED OR DEFENDED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE PARTY OR PARTIES TO THE ACTION YOU OR WE SEEK TO JOIN.

4. You and We agree that any and all claims, disputes or controversies between You and Us, any claim by either of Us against the other (or the employees, officers, directors, agents, or assigns of the other), and any claim arising from or relating to Your application for this Loan, or any other loan You previously or may later obtain from Us, this Loan Note, , the collection of the loan, alleging fraud or misrepresentation, whether under the common law or pursuant to federal, state or local statute, regulation or otherwise, or any term or condition of this or any other Agreement between You and Lenders International, Ltd., shall be resolved by binding arbitration by and under the Code of Procedure of the American Arbitration Association ("AAA") in effect at the time the claim is filed. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office, on the World Wide Web at [www.adr.org](http://www.adr.org), by telephone at 800-778-7879, or at "American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019".

**NOTICE:** YOU AND WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

5. Regardless of who demands arbitration, at Your request We will advance Your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of Your residence. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in Your favor resolving the dispute, then You will not be responsible for reimbursing Us for Your portion of the Arbitration Fees, and We will reimburse You for any Arbitration Fees You have previously paid. If the arbitrator does not render a decision or an award in Your favor resolving the dispute, then the arbitrator shall require You to reimburse Us for the Arbitration Fees We have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees You have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of Your residence for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving international commerce and shall be governed by the FAA and applicable international treaties. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA and/or applicable



international treaties do not apply to this transaction, then Our agreement to arbitrate shall be governed by the arbitration law of St. Vincent and the Grenadines.

8. This Arbitration Provision is binding upon and benefits You, Your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits Us, Our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if Your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between You and Us and continues in full force and effect unless You and We otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

9. OPT-OUT PROCESS. You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If You do not wish to be subject to this Arbitration Provision, then You must notify Us in writing within thirty (30) calendar days of the date of this Arbitration Provision by e-mail or by such other means as Lender may agree to accept. Your written notice must include Your name, address, account number or social security number, the date of this Arbitration Provision, and a statement that You wish to opt out of this Arbitration Provision. If You choose to opt out, then Your choice will apply only to the Application, Loan Agreement, ACH Authorization, and Arbitration Provisions submitted by You in this transaction.

By entering Your name and clicking the "I Agree" button below, You are electronically signing and agreeing to all the terms of the Loan Agreement, the Arbitration Provision, and the ACH Authorization ("the Loan Documents") and providing or confirming Your electronic signature on all of the Loan Documents. You agree that Your electronic signature has the full force and effect of Your physical signature and that it binds You to the Loan Documents in the same manner a physical signature would do so.

BY TYPING "I AGREE" BELOW, YOU AGREE TO ALL THE TERMS OF THIS NOTE, INCLUDING THE ARBITRATION PROVISION. YOU ALSO ACKNOWLEDGE A RECEIPT OF A FULLY COMPLETED COPY OF THIS NOTE.

**Your Full Name:**  
Deborah moss

**Type 'I Agree':**  
I agree

**Date:**  
5/8/2013